

costs associated with moving the Product to and from the repair facility will be covered under this Contract.

In rare instances, if We cannot locate a service provider, We may authorize you to locate a service provider near You and provide us with an estimate for repair prior to commencing with repair. This Contract will reimburse You for any repair expenses paid by You if you have been authorized to locate a service provider.

The Administrator will not be responsible for delays or failure in performing service caused by acts of nature, acts of any government, or causes beyond its control. The use of NON-ORIGINAL MANUFACTURER PARTS is allowed under this Contract.

**THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.**

**4. Non-Repairable Products and Replacement Products.** If the Administrator decides that the Product is non-repairable, or if repair parts become unavailable, You may receive a new or reconditioned product of like kind and quality. We will attempt to provide a replacement product with equal or similar features and functionality, regardless of brand or current retail purchase price. Changes in technology may result in a replacement product with a lower selling price than the original Product and may limit the Administrator's ability to provide the same or similar model or a unit with the exact same features as your original Product. At the Administrator's sole discretion, You may be required to return Your defective Product to the Administrator with freight pre-paid by the Administrator prior to receiving Your replacement product. If You refuse the replacement product, the Administrator may issue a Gift Card to You equal to the current cost for Us to replace Your Product with a product of like kind and quality. If a replacement product is not available, the Administrator may issue a Circuit City Gift Card ("Gift Card") up to the original purchase price of the Product. If Your Product is replaced after expiration of the manufacturer's warranty and during the term of this Contract for any reason, via Gift Card or Product replacement, this Contract is deemed fully performed. If Your Product is replaced at any time during the term of this Contract due to accidental damage, this Contract is deemed fully performed.

**5. Circuit City Gift Card.** The Gift Card may be used to purchase the replacement of Your choice, at any Circuit City store location or at [www.circuitcity.com](http://www.circuitcity.com). You are

ure, Your Contract covers one lamp replacement per contract term, and such lamp replacement coverage may or may not be renewed at Circuit City's discretion. Your Contract also covers one laptop battery replacement in the event the laptop battery fails to retain power in accordance to manufacturer specifications. **LAPTOP BATTERY REPLACEMENT AND POWER SURGE BEGIN ON THE DATE OF PURCHASE; ALL OTHER BENEFITS BEGIN AFTER ONE YEAR FROM THE DATE OF PURCHASE OR UPON EXPIRATION OF THE MANUFACTURER'S WARRANTY, WHICHEVER COMES FIRST.**

**B. Circuit City Advantage Protection Plan® for Home and Car Electronics:**

- For service call 1-888-333-2333
- Your Contract covers damage resulting from power surge, and if the Product requires a lamp to generate a picture. Your Contract covers one lamp replacement per contract term and such lamp replacement coverage may or may not be renewed at Circuit City's discretion. Your Contract covers one annual cleaning or other preventative maintenance per Product required to maintain normal operation in accordance with the manufacturer's specifications for the following Products: home cassette decks, camcorders and TV/VCR combinations. All such preventative maintenance shall be performed on a drop off basis.

• **ALL BENEFITS BEGIN ON THE DATE OF PURCHASE**

**C. Circuit City Advantage Protection Plan® Plus ("The Plus Plan"):** Provides added coverage for accidental damage from handling and is available on certain computer and electronics products. **THE ACCIDENTAL DAMAGE BENEFIT IS AVAILABLE ON THE DATE OF PURCHASE.** Labor & replacement parts for screen & lens repair associated with the Product, where applicable, are provided under The Plus Plan. Limit of up to 2 screen or lens claim events per 12-month period. **The Plus Plan may or may not be renewed at Circuit City's discretion.**

**D. Details of Service:**

The Administrator will advise you whether your product is eligible for in-home, carry-in, or mail-in service, and may request your assistance in diagnosing the Product(s) failure prior to providing service. If the Product is eligible for carry-in service, you may carry your Product into a Circuit City store location for service. If Your Product is eligible for mail-in service, We will pay standard shipping charges (or expedited shipping charges if You have The Plus Plan). Service is available and provided during regular working hours. Some in-home service events may require the authorized servicer to take the Product(s) to a repair facility rather than perform the service on-site; shipping

responsible for any difference between the purchase price of Your selected replacement and the amount paid for the Product. Please refer to the Gift Card for controlling terms of use.

**6. Cancellation by You.** You may cancel the Contract at any time for any reason by sending Your written notice to Service Contract Administration, 9950 Mayland Drive, Richmond, Virginia 23233. If Your written cancellation notice is received within 30 days of the original purchase date (which is also the date of receipt) on Your Sales Receipt, and no claim has been made, You will receive a full refund of the Contract Price. A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after return of the Contract. If Your written cancellation notice is received more than 30 days after the original purchase date on Your Sales Receipt, You will receive a prorated refund of the Contract Price (based on the duration of the Contract), less claims paid and less an administrative fee equal to the lesser of 10% of the Contract Price or \$25.00.

**7. Cancellation by Us.** We can cancel the Contract for a breach of contract by You, nonpayment by You, fraud or material misrepresentation by You in obtaining the Contract or in presenting a claim for service. If We cancel the Contract after the first 30 days for any contractual reason, You will receive a refund equal to a prorated amount of the Contract Price (based on the duration of the Contract), less claims paid. Notice of cancellation by Us will be sent to You at least 30 days before cancellation, and will state the effective date and reason for cancellation.

**8. Transfer of Contract.** You may transfer this Contract for the Product to another person by writing to the Administrator at Circuit City Stores, Inc., Service Contract Administration, 9950 Mayland Dr., Richmond VA 23233. The notice must include the name, address and phone number of the person to whom the Contract is being transferred. As long as Your Contract is valid, Your transfer takes effect as soon as the Administrator receives your written notice.

**9. EXCLUSIONS FROM SERVICE. YOUR CONTRACT DOES NOT COVER LOSS OR DAMAGE RESULTING FROM:**

a. use of the Product in a manner other than normal use and operation in accordance with the manufacturer's specifications, lack of manufacturer specified maintenance, improper equipment modifications, minor pixel illumination issues that do not affect the overall viewing of the panel, improper installation or attachments, improper electrical/power supply, any

repair that is a result of a recall.

b. theft, exposure to weather, negligence, accident and subsequent damage (unless covered by The Plus Plan), misuse, abuse, vandalism, animal or insect infestation, rust, dust, corrosion, mold, battery leakage, water damage, burned phosphor (including image ghosting) in CRTs, or any external peril.

c. product(s) used as a server product or network connected computers.

d. loss or damage to recording media, software or data, computer viruses, software defects, software generated problems.

e. pre-existing conditions that occur prior to the Contract effective date and known to You.

f. consumables such as toner, ribbons, drums, belts, cosmetic items such as finish and cabinetry, consumer replaceable printer heads, TV accessories including all TV stands, and all batteries (except laptop power source batteries).

g. unauthorized transportation charges, transportation damage (except damage incurred by authorized shipment of product to and from an authorized service provider).

h. unauthorized repairs by third parties.

i. product(s) with removed or altered serial numbers.

j. products used in a commercial environment.

k. repair of product upon the noncompliance of any part of Section 12 by you.

l. cleaning or other preventative maintenance unless specifically covered.

**10. No Lemon Guarantee.**

**A. Home and Car Electronics:** During the term of the Contract, if Your Product is repaired three times and it fails a fourth time, as verified by the Administrator, we will replace it under Our no lemon guarantee and as set forth in Section 4. Lamp replacement, "customer education", "no defect found", cleaning and preventative maintenance, and repairs due to accidental damage do not constitute repair events under this no lemon guarantee.

**B. Computer Products:** If Your Product or any component of Your Product is repaired three times and it fails a fourth time due to the same problem within any twelve (12) month period immediately following the expiration date of the manufacturer's warranty or one year from the Contract purchase date, whichever comes first as verified by the Administrator, We will replace the Product or component under Our No Lemon Guarantee and as set forth in Section 4. Lamp replacement, "customer education", "no defect found", cleaning and preventative maintenance, laptop battery replacement, and repairs due to accidental damage do not constitute a repair events under this no lemon guarantee.

**1. Renewals.**

We are not required to issue a renewal contract. If a renewal contract is offered to you, the renewal price will reflect the age of the Product, the current service cost at the time of renewal, and the available coverage benefits or the renewal period. If the Product is a refrigerator or freezer, the Contract covers food loss occurring as a direct result of a mechanical or electrical defect. This food loss coverage is limited to reimbursement of up to \$200 per incident for the Product, and must be verified by a qualified service provider. If Your Computer Products Contract is renewed, laptop power source batteries will be excluded from coverage. If the Product requires a lamp to generate a picture, the lamp replacement benefit as described under Section 3 B. may or may not be excluded from coverage at Circuit City's discretion. The Plus Plan as described under Section 3 C. may or may not be excluded from all renewal contracts at Circuit City's discretion. In no event shall We be required to issue a renewal Contract with lamp replacement or Plus Plan coverage.

**12. Your Duties under the Contract.** For the Contract to remain active, You must maintain the Product in accordance with the manufacturer's service requirements, including cleaning. You must provide proper electrical requirements as specified by the manufacturer. In addition, You promise and assure full cooperation with the Administrator and its authorized designees, including cooperation with troubleshooting and telephone diagnostics, accessible serviceability of the Product, a non-threatening and safe environment for in-home service, and the presence of an adult at the time of scheduled in-home service.

**13. Limitation of Liability.**

**A. To the extent permitted by applicable law, Our total liability under the Contract, or that of Circuit City, if any, for any allegedly defective Product(s) or components shall be limited to repair or replacement of the Product(s) or components and shall not exceed the retail cost of any replacement product as provided in accordance with the Contract. To the extent permitted by applicable law, neither the Obligor, the Administrator, the service provider or its designees, the insurer, nor Circuit City, shall have any liability for special, indirect, incidental or consequential damages related to any service provided under the Contract, including, but are not limited to, any delay in rendering service, loss of data, or loss of use during the repair period of the product(s) or while otherwise awaiting parts. You are responsible for backing up all computer software and data files before commencement of any repair. Neither We nor any authorized service provider is**

responsible for restoring software to Your Product(s)

**B. THE PROVISIONS OF THIS CONTRACT ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS COVERED BY THIS CONTRACT. ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.**

**C. Neither We nor Circuit City assume any responsibility or liability for their agents or assignees other than as specifically described in the Contract.**

**D. The Contract does not create any additional rights against the Obligor, insurer, Circuit City and/or the Administrator.**

**14. MANDATORY ARBITRATION: PLEASE READ CAREFULLY. EITHER PARTY MAY ELECT TO RESOLVE ANY LEGAL DISPUTE BY BINDING ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM (DEFINED BELOW), NEITHER PARTY WILL HAVE THE RIGHT: (1) FOR A COURT OR A JURY TO DECIDE THE CLAIM; (2) TO ENGAGE IN DISCOVERY TO THE SAME EXTENT A COURT WOULD ALLOW; (3) TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER; (4) TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (5) TO JOIN OR CONSOLIDATE YOUR CLAIM(S) WITH CLAIMS OF ANOTHER PERSON(S). OTHER RIGHTS, SUCH AS THE RIGHT TO APPEAL, ARE MORE LIMITED IN ARBITRATION THAN IN COURT. ONLY A COURT MAY DETERMINE THE VALIDITY AND EFFECT OF THE LANGUAGE IN THIS SECTION. IF A COURT OR ARBITRATOR HOLDS ANY PART OF THIS SECTION 14 TO BE INVALID, THEN THIS ENTIRE MANDATORY ARBITRATION PROVISION SHALL BE MADE NULL AND VOID.**

**Right to Reject Arbitration:** You may reject Arbitration. If You do, neither You nor We can require Arbitration of any Claim. Rejection of Arbitration will not affect any other part of Your Contract. To reject Arbitration, You must send us a Rejection Notice that We receive within 60 days after the date You bought Your Contract. Any Rejection Notice must include Your name, address, and Contract number, and must be sent by certified mail to Arbitration Rejection Notice, P.O. Box 100, Rapid City, SD 57709. If We dispute whether You sent a timely Rejection Notice, You must show a signed delivery receipt. This process is the only way to reject Arbitration. **Definitions:** "We," "Us," "Our" for purposes of this Section includes, the Obligor, the Administrator, the Insurer and any third party which the Obligor,

Administrator or Insurer agree to defend and indemnify  
ing a Claim, and all of their parents, subsidiaries,  
ties, predecessors, successors, assigns, employees,  
ers and directors.

"m" means any dispute under any law or legal cause  
ction between You and Us that arises from or relates  
our Contract, the relationships which result from it,  
our Contract or any prior agreement or service contract,  
cluding the enforceability or scope of this Section. It  
cludes disputes that seek relief of any type, including  
junctive, declaratory or damages. It includes disputes  
at arose before this Section's effective date.  
Arbitrator" means the National Arbitration Forum, P.O.  
Box 50191, Minneapolis, MN 55405, [www.arb-  
forum.com](http://www.arb-<br/>forum.com), (800) 474-2371, American Arbitration  
Association, 335 Madison Avenue, New York, NY 10017,  
[www.adr.org](http://www.adr.org), (800) 778-7879, or JAMS, 45 Broadway,  
28th Floor, New York, NY 10006, [www.jamsadr.com](http://www.jamsadr.com),  
(800) 352-5267.

**Scope:** This Section covers all Claims, except that We  
will not arbitrate an individual small claims court Claim,  
unless it is transferred, removed, or appealed to a  
different court.

**Starting Arbitration:** To start Arbitration, a party must  
give written notice of their election to arbitrate. Notice  
can be given after a lawsuit has been filed (including in  
papers in the lawsuit). Upon Notice, the Claim shall be  
resolved by Arbitration under this Section and the rules  
of the Arbitrator. You can choose the Arbitrator in Your  
written notice electing to arbitrate, or by giving Us  
written notice of Your selection within 30 days after Our  
Arbitration Notice. Arbitrators shall be selected as per  
the Arbitrator's rules and shall be retired judges or  
lawyers with at least 10 years experience.

**Location and Costs:** Any Arbitration hearing will occur  
in a location reasonably convenient for You. On Your  
written request, We will pay all filing, administrative,  
hearing and/or other fees charged by the Arbitrator to  
You for Claim(s) asserted by You up to \$2,500 after You  
have paid an amount equivalent to the fee, if any, for  
filing such Claim(s) in state or federal court in the judicial  
district where You live. (If You have already paid a court  
filing fee, You will not be required to pay that amount  
again). If You must pay any fees over \$2,500 to the  
Arbitrator--and cannot get a hardship waiver for such  
fees--We will consider in good faith Your reasonable  
written request to pay all or part of such added fees.  
Each party must pay for its own attorneys, experts and  
witnesses, regardless of who wins the Arbitration, unless  
applicable law and/or the Arbitrator's rules provide  
otherwise. We will under all circumstances pay any fees  
or expenses We are required to pay by law.  
**Governing Law:** This Section is governed by the Federal  
Arbitration Act, 9 U.S.C. §§1 et seq. ("FAA"), and not by  
any state Arbitration law. The Arbitrator shall follow  
applicable law related to any Claim, statutes of limitation,

claims of privilege. Upon either party's timely request, the Arbitrator shall explain his decision in writing. The Arbitrator will set rules of procedure and evidence consistent with the FAA, this Section and the Arbitrator's rules. Any Arbitrator's rules inconsistent with Section 14 are null and void.

**Final Information:** At either of our request, the Arbitrator shall (1) consider a request for additional information from the other party beyond what is allowed by the applicable rules; and (2) issue a written decision supported by findings of fact and conclusions of law. **Effect of Arbitration Award:** Any court may enter judgment upon an Arbitrator's award. The Arbitrator's decision will be final and binding except for (1) any civil right under the FAA, and (2) any party may appeal awards of more than \$100,000 to a three-Arbitrator panel appointed by the Arbitrator, which will consider any aspect of the appealed award from the beginning as if it had not been previously arbitrated. The panel's decision will be final and binding, except for any civil appeal rights. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs regardless of its outcome. However, We will consider any reasonable written request for Us to bear some cost.

**Continued Effect of Arbitration Section:** This Section will survive the termination of our relationship and remain in force no matter what happens to You or Your Contract. This Mandatory Arbitration Provision (or any part of it) is not valid or cannot be enforced under any applicable law whether for public policy reasons or otherwise, it will be made null and void without further action by either of us and the rest of Your Contract will remain valid. In case of a conflict or inconsistency between this section, the Arbitrator's rules, or other Contract provisions, this Section will govern. Only a court may adjudicate the validity of this Section or any part of it.

**Governing Law.** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.

**Contract Provisions.** If there is a conflict between the Contract and information communicated either orally or in writing by the Obligor, the service provider, the Administrator, the retailer, or the respective employees or agents of any of them, the provisions of the Contract will control.

**Subrogation.** If Your Product is replaced under the terms of the Contract, You agree to subrogate and assign Your rights of recovery to Us and/or the service provider. You will be reimbursed for any reasonable costs and expenses You may incur in connection with the subrogation and assignment of Your rights. You will

be made whole before We and/or the service provider retain any amounts that may be recovered.

**18. Special State Disclosures.** The following state disclosures replace any contrary provisions above.

**AL, CT, GA, IL, IN, KY, MO, NC, NH, NV, NY, OH, SC, TX, UT, VT, WI Residents only:** If a claim for service has not been completed or if We fail to perform or make payment due under the terms of the Contract within 60 days after proof of loss or Your request for performance or payment has been filed with Us, the claim or request can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Contract at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll free number at 1-800-852-2244.

**AR, HI, OR, VT, WY Residents only:** Obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

**GA, LA, UT, WI, WY Residents only:** Section 14, "Arbitration" is deleted in its entirety. It is not applicable to You.

**AZ, FL, GA, NV, VT, WY Residents only:** The Contract shall be interpreted and enforced according to the laws of Your state.

**ID & MA Residents only:** The Plus Plan as described under Section 3 C. is not available to You.

**AL Residents only:** No claim incurred or paid shall be deducted from Your cancellation refund.

**AR Residents only:** The seller of this Contract is Circuit City Stores, Inc. 9950 Mayland Drive, Richmond, Virginia 23233. There is no deductible required to obtain service under the Contract. In the event any covered service is not paid within 60 days after proof of loss has been filed, including a claim for a refund of the unearned Contract Price or Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**AZ Residents only:** No claim incurred or paid shall be deducted from Your cancellation refund. We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the Product or misrepresentation by Us, or Our subcontractors. **The following is added to the arbitration provision of Your Contract:** This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Fl. Phoenix, AZ 85018-7256, Attn: Consumer Affairs.

**CA Residents only:** The seller of this Contract is Circuit City Stores, Inc. 9950 Mayland Drive, Richmond, Virginia

**23233. The following is added to the arbitration provision of Your Contract:** The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660 or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov).

**CO Residents only:** The Contract is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

**CT Residents only:** In the event of a dispute with the Administrator, You may contact the State of Connecticut, Insurance Department, P.O. Box 316, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, the purchase price of the Product(s) and cost of repair, and include a copy of the Contract. You may cancel this Contract if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed.

**FL Residents only:** While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. If Administrator cancels Your Contract, the refund will be equal to 100% of the unearned prorated Contract Price.

**GA Residents only:** You may cancel at any time and receive a refund of the excess of the consideration paid for the Contract above the customary short rate for the expired term of the Contract. The Contract shall be non-cancelable by the Obligor or the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. Cancellation by the Obligor or Administrator shall be in accordance with Section 33-24-44 of the Code of Georgia. No claim paid or incurred shall be deducted from any refund owed.

**HI Residents only:** If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

**MN Residents only:** Obligations under the Contract are insured by a policy of insurance issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, FL 33157. If any covered service is not paid within 60 days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Reliable Insurance Company. The toll-free number for American Reliable Insurance Company is 1-800-852-2244.

**NV Residents only:** If We are unable, due to the remote location of Your Product, to arrange for in-home service, or necessary transportation outside of Your home to a service location, We will authorize You to take Your

Product(s) to the Circuit City store location most convenient to You. No Contract that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Contract, whichever occurs first, except for the reasons stated in Section 7 above. No claim incurred or paid shall be deducted from Your cancellation refund.

**NH Residents only:** If you do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

**NM Residents only:** No Contract that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Contract, whichever occurs first, except for the reasons stated in Section 7 above.

**NC Residents only:** The purchase of this Contract is not required to obtain financing. The Administrator may not cancel this Contract except for non-payment by You, or for violation of any of the terms and conditions of this Contract.

**SC Residents only:** If the provider does not timely resolve such matters within 60 days of proof of loss, they may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. You have a duty to protect against any further damage and are required to comply with the owner's manual.

**TN Residents only:** The expiration date of the Contract will automatically be extended by the duration that the Product is withheld from consumer use while being repaired, plus 2 working days.

**TX Residents only:** If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800) 803-9202.

**UT Residents only:** The single pay Contract Price is included on Your Sales Receipt You received for the Contract coverage. There is no deductible required to obtain service under the Contract. Coverage afforded under the Contract is not guaranteed by the Property and Casualty Guaranty Association. If in an emergency situation and Administrator cannot be reached, the customer can proceed with repairs. Administrator will reimburse the customer or the repairing facility in accordance with the Contract provisions.

**WA Residents only:** The following is added to the arbitration provision of Your Contract: Nothing in the Section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence. Obligations under this Contract are backed by the full faith and credit of the

Service Contract Provider.

**WI Residents only:** THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. No claim incurred or paid shall be deducted from Your cancellation refund. You will be made whole before the Administrator retains any amounts it may recover from subrogation. Unauthorized repairs by third parties may not be covered.

**19. Privacy:** To learn more about how Federal Warranty Service Corporation, Sureway, Inc. United Service Protection, Inc., American Bankers Insurance Company of Florida and American Reliable Insurance Company, Assurant Solutions companies, use Your information, please visit Our website at [www.assurantsolutions.com](http://www.assurantsolutions.com).

CCA 0907v1-907

# EXHIBT B





# EXHIBIT C

FOR A PICKUP CALL 1800-247-2676 OR GO TO WWW.DHL-USA.COM

FROM	Name	Date
	Company	
	Street	P.O. Box 19304 (90) 530-6345
	City	Oakland State CA ZIP Code 94619
TO	Ref #	
	NEXICORE SERVICES	
	3949 HERITAGE OAK CT	
	SIMI VALLEY, CA	
		PIECES
		1
		ZIP CODE
		93063



SDS



Shipment No. A45425476924

**EZ RETURN**

Form No. 1302

ROUTING



DHL EZ Return Shipment No.  
A45425476924

Expires: 6/09  
Ref # / Date

**SATCHI MIMS**

**P.O. Box 19304 ~ Oakland, California 94619**

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June 24, 2008

Circuit City Stores, Inc.  
Attention: **Customer Support**  
9954 Mayland Dr.  
Richmond, VA 23233

**Re: Requested Computer Refund \ Replacement [incident case #11541372]**

Dear Sir or Madam:

The enclosed Toshiba Satellite laptop computer, Model # M45S265 serial # 75095029Q was purchased on September 07, 2005 as a new computer [Circuit City receipt ticket # 024005421021]. I am requesting a new computer replacement for my laptop computer. I have made the same request several times before, because the computer is defective. I have requested repair services for my laptop computer more than 15 times and it qualifies for replacement under the No Lemon Guarantee of Circuit City Advantage Protection Plan. Please refer to your records of my complaints (incident claim numbers: G9443001, 9632790, 9828280, 9927248 etc...) regarding my laptop computer malfunction problems.

I returned the computer to the Circuit City Store located at 5795 Christie Ave. Emeryville, CA approximately four weeks after I purchased it, because the F10 and F11 keys would come on automatically without my initiating the action. The employees at the Circuit City Store told me they do not accept returned purchased electronic items after 14 days. I was told to return the computer to Toshiba because there was a one year warranty on it.

I requested a new (another) computer when I sent the computer to Toshiba Customer Services for repair, I was told by Toshiba that they do not replace defected computers. Toshiba stated they did not see any problem with the computer. I received my computer from Toshiba, and I returned it immediately to Toshiba. I spoke with customer service over the phone and was instructed to take the computer to ComputerLand located at 1689 W. Winton Ave. #3, Hayward, CA 94545, an authorize Toshiba repair shop, because the F10 and F11 key continued to malfunction. I took the computer in for service on April 11, 2006 and picked computer up on April 14, 2006. The repair technician told me the computer should be replaced and wrote on the repair order receipt **computer still defective should send to Toshiba**. I spoke to Toshiba services and requested a new computer and they stated once again they do not replace defective computers.

## SATCHI MIMS

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I returned the computer to Circuit City on April 14, 2006 and demanded another computer. Once again Circuit City employees told me they do not accept returned purchased electronic items after 14 days. I was told to return the computer to Toshiba because there was a one year warranty on it. After speaking to a services manager the Circuit City Store at Emeryville, CA took the computer and returned it to me April 24, 2006 with a statement written on the return receipt stating **repairs cancelled**. Please note that documentation pertaining to the described events between Toshiba and I was sent in with a previous repair request and should be available for you to review in your files with previous incidents.

Today I am returning my computer for the following reasons: **SYSTEM FAILURES** please check all hardware connections inside the computer and make sure all hardware is functioning correctly. The computer has the following problems:

1. The screen malfunctions occasionally during load up. Sometimes the screen loads up and flicks a white background, when this occurs the keyboard will not function, it becomes inoperable. Sometime any physical movement of the screen causes the function of the screen to appear to return to normal and the keyboard will function.
2. The keyboard malfunctions frequently, the F10 and F11 keys turn on automatically when the screen or computer is moved, or when computer is held at a 45 degree angle. When F10 and F11 keys turn on the keyboard types numbers only instead of letters and becomes inoperable.
3. While increasing or decreasing the volume control knob you can hear static coming from the left speaker. When this occurs, the left speaker becomes inoperable. Also, when headphones are connected into the headphone jack, the left headphone speaker doesn't function and you can only hear static.
4. The computer wireless modem has problems being connected to the internet sometimes it disconnects. When the wireless switch is on and the computer attempts to connect to the wireless internet, the icon appears on the screen indicating the wireless signal connection status is excellent, within 3 to 5 minutes later the icon states that the wireless signal connection status is weak.
5. Sometimes when the system loads up an error comes up stating there is a hardware issue prompting the restart of the computer.

The Toshiba Satellite Laptop Computer cost me \$1730.00 which includes \$199.00 for Circuit City Advantage Protection Plan. The Circuit City Advantage Protection Plan was sold to me as additional insurance. I purchased another Circuit City Advantage Protection Plan for renewal coverage (contract #85 6512453), September 8, 2007, which cost me \$243.00.

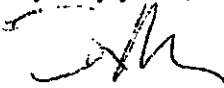
### **SATCHI MIMS**

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I am requesting a new computer with comparable cost and function ability, or a refund in the following amount: \$1730.00 + \$243.00 total of \$1973.00.

If you have questions or concerns feel free to contact me at the listed address or 510-530-6345. Thanks to you for your prompt attention to this matter and your time.

Very truly yours,



Satchi Mims

Enclosure: Nexicore Services Laptop Repair Diagnostic Worksheet

CC: NEXICORE SERVICES [Service Order # 1304673]  
3949 Heritage Oak CT  
Simi Valley, CA 93063

Please call 800-555-4615 to change  
the return address.

Exhibit(s) Page 15 of 23

### Laptop Information

Name: Satchi Mims

Contact Phone#: 510-530-6345

Manufacturer: TOSHIBA

Model: PSM40U-07V001

Serial Number: 75095029Q

Please describe the failure symptom: See back of Laptop repair diagnostic worksheet, for a list of problems.

IN ORDER TO REPAIR YOUR LAPTOP, YOU MUST INCLUDE THE FOLLOWING WITH  
YOUR SYSTEM:

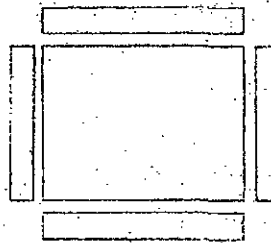
- Windows password (if applicable) \_\_\_\_\_
- Bios Password (if applicable) \_\_\_\_\_
- Restore CD Set
- AC Adapter

Please document the condition of your laptop on the diagram below:

LCD & Keyboard

Top & Side Views

Diagram #1



O = Broken/Cracked X = Scratch/Gouge # = Minor Blemishes \* = Other \_\_\_\_\_

Accessories shipped: \_\_\_\_\_ CD Restore disks \_\_\_\_\_ AC Adapter

Notes: \_\_\_\_\_

The following to be completed by Nexicore Personnel:

CD Restore disks \_\_\_\_\_

AC Adapter \_\_\_\_\_

Confirm Unit Condition: \_\_\_\_\_

### PROBLEMS or SYSTEM FAILURES

The computer has the following problems:

1. The screen malfunctions occasionally during load up. Sometimes the screen loads up, flickering white background. When this occurs, all of the key board functions freeze. Physical movement of the screen sometimes temporarily causes the screen to return to normal visual operation and the keyboard to function.
2. The keyboard malfunction frequently, the F-10 and F-11 keys turn on automatically when the screen is physically moved or when the computer is moved, or held at a 45 degree angle. When this occurs, the keyboard types numbers instead of letters and becomes inoperable.
3. While increasing or decreasing the volume control knob you can hear static coming from the left speaker. When this occurs, the left speaker becomes inoperable. Additionally, when headphones are connected to in to the headphone jack, the left headphone speaker doesn't function and you can hear static.
4. Another problem with the computer is that the wireless modem has problems staying connected to the internet. When the wireless switch is turned on and the computer attempt to connect to the wireless internet, the icon appears on the screen indicating that the wireless connection is excellent, within 3 to 5 minuets later the icon states that the wireless signal is weak.
5. Sometimes when the system loads up an error comes up stating that there may be a hardware issue and prompting, the restart of the computer. Please physically check all hardware connections inside the computer and make sure all hardware is functioning correctly.

If you have questions or concerns feel free to contact me. Thanks to you for your prompt attention to this matter and your time.





July 1, 2008

Satchi Mims  
PO Box 19304  
Oakland, CA 94619

Re: Your PC

Dear Satchi Mims:

Thank you for contacting Circuit City Stores, Inc. We value your feedback and appreciate the opportunity to address your concerns. The satisfaction of our customers is vitally important to our success and we make every effort to assist when issues arise.

We are sorry to hear that your PC has required multiple repairs by the manufacturer and by our warranty service. To request an exchange under the No Lemon Guarantee, please call our management line at 1-800-950-9036, and use pound 9.

We value your patronage, and look forward to future opportunities to serve you better. If you have further questions, you may contact the corporate office at 1-800-251-2665. Thank you for bringing this matter to our attention.

Sincerely,

Marty M.  
Customer Support Coordinator  
Case # 1896800



**Unit Shipped for Incident Number 11541372**

From: [info@assurant.com](mailto:info@assurant.com)  
Sent: Fri 7/04/08 4:33 PM  
To: [SMIMS21@hotmail.com](mailto:SMIMS21@hotmail.com)

Below is your status update on your Circuit City Advantage Protection Plan service request:

*We have completed the repair of your product and have shipped the unit back to you.*

Click the airbill to the right to track the shipping status of your product: 34483081382

Thank you for purchasing the Circuit City Advantage Protection Plan!

For up to the minute status, go to the following URL or click this link:

[www.cityassure.com](http://www.cityassure.com)

To shop at [Circuit City.com](http://CircuitCity.com), click the link below:

Circuit City



To unsubscribe, click the following link:

[Click here to unsubscribe](#)

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This e-mail message and all attachments transmitted with it may contain legally privileged and/or confidential information intended solely for the use of the addressee(s). If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, forwarding or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete this message and all copies and backups thereof.

Thank you.

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ITEM: PSM40U-07V001,  
... Finished goods ...

DESC: TOSHIBA SATELLITE M45-S265 LAPTOP SYSTEM



3168923

S/N: DATE: 07/02/2008 NEX LOC: PLANT: 0010

# LAPTOP REPAIR WORKSHEET

BCN: 3168923	S/O: 1304673	W/O: 7171193
<b>CD/DVD DRIVE</b>	<b>CPU &amp; MEMORY</b>	<b>PORTS</b>
<input type="checkbox"/> Replaced Combo Drive	<input type="checkbox"/> Replaced CPU	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Card Reader Port
<input type="checkbox"/> Replaced DVD-RW	<input type="checkbox"/> Resealed CPU	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed DC Jack
<input type="checkbox"/> Cleaned Lens	<input type="checkbox"/> Replaced Memory	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Ethernet Port
<input type="checkbox"/> Replaced Laser	<input type="checkbox"/> Resealed Memory	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Firewire Port
<input type="checkbox"/> Aligned Tray	<input type="checkbox"/> Reflowed Memory Socket	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Headphone Jack
<input type="checkbox"/> Reconfigured Settings	<input type="checkbox"/> Replaced Memory Socket	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Printer Port
<b>HARD DRIVE</b>	<input type="checkbox"/> Cleaned Memory Socket	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Microphone Jack
<input type="checkbox"/> Replaced Hard Drive	<b>HEATSINK/FAN</b>	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Modem Jack
<input checked="" type="checkbox"/> Restored Operating System	<input type="checkbox"/> Replaced CPU/VGA Fan	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed PS/2 Port
<input type="checkbox"/> Reformatted to G+ Prompt	<input type="checkbox"/> Cleaned CPU/VGA Fan	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed PCMCIA Socket
<input type="checkbox"/> Reset Jumper Settings	<input type="checkbox"/> Lubricated CPU/VGA Fan	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Serial Port
<b>FLOPPY DRIVE</b>	<input type="checkbox"/> Replaced Thermal Grease	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed S-Video Port
<input type="checkbox"/> Replaced Floppy Drive	<input type="checkbox"/> Replaced Thermal Pad	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed USB Port
<input type="checkbox"/> Cleaned Heads	<input type="checkbox"/> Replaced Heatsink	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed VGA Port
<input type="checkbox"/> Replaced Floppy Cable	<b>LCD</b>	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed ExpressCard Port
<b>MODEM</b>	<input type="checkbox"/> Replaced LCD	<b>KEYBOARD</b>
<input type="checkbox"/> Replaced Modem	<input type="checkbox"/> Replaced LCD Cable	<input type="checkbox"/> Replaced Keyboard
<input type="checkbox"/> Resealed Modem	<input type="checkbox"/> Resealed LCD Cable	<input type="checkbox"/> Replaced Missing Key(s)
<input type="checkbox"/> Replaced Audio Cable	<input type="checkbox"/> Replaced Inverter	<input type="checkbox"/> Aligned Keyboard
<input type="checkbox"/> Reflowed Modem Chip	<input type="checkbox"/> Reflowed Inverter	<input type="checkbox"/> Cleaned Keyboard Connector
<b>AUDIO</b>	<input type="checkbox"/> Replaced Inverter Fuse	<input type="checkbox"/> Resealed Keyboard Cable
<input type="checkbox"/> Replaced Audio chip	<input type="checkbox"/> Replaced Backlight	<input type="checkbox"/> Replaced Keyboard Lock
<input type="checkbox"/> Replaced Speakers	<input type="checkbox"/> Replaced Dim Switch	<b>MOUSE/TOUCHPAD</b>
<input type="checkbox"/> Replaced Audio Cable	<input type="checkbox"/> Replaced Latch	<input type="checkbox"/> Replaced Touchpad
<input type="checkbox"/> Resealed Audio Cable	<input type="checkbox"/> Replaced Hinges	<input type="checkbox"/> Replaced Touchpad Cable
<input type="checkbox"/> Installed Driver	<input type="checkbox"/> Replaced Hinge Cover	<input type="checkbox"/> Replaced Touchpad Cable
<input type="checkbox"/> Reconfigured Settings	<input type="checkbox"/> Aligned LCD	<input type="checkbox"/> Resealed Touchpad Cable Lock
<b>SYSTEM BOARD</b>	<b>WIFI</b>	<b>PLASTIC ASSEMBLY</b>
<input type="checkbox"/> Replaced System Board	<input type="checkbox"/> Replaced Ethernet Card	<input type="checkbox"/> Replaced Palm Rest
<input type="checkbox"/> Repaired System Board	<input type="checkbox"/> Installed Driver	<input type="checkbox"/> Replaced Bottom Base
<input type="checkbox"/> Reprogrammed BIOS	<input type="checkbox"/> Reconfigured Settings	<input type="checkbox"/> Misc. Plastics
<input type="checkbox"/> Replaced BIOS Battery	<input type="checkbox"/> Replaced WiFi Button	<input type="checkbox"/> Replaced Bezel
<input type="checkbox"/> Replaced Connector	<input type="checkbox"/> Replaced WiFi Antenna	<input type="checkbox"/> Replaced Bezel
<input type="checkbox"/> Replaced IC	<b>SOFTWARE</b>	<input type="checkbox"/> Replaced Battery Cover
<input type="checkbox"/> Replaced LED	<input type="checkbox"/> Removed Virus	<input type="checkbox"/> Replaced Memory Cover
<b>MISCELLANEOUS</b>	<input type="checkbox"/> Removed Spyware	<input type="checkbox"/> Replaced WiFi Cover
<input type="checkbox"/> Replaced AC Adapter	<input type="checkbox"/> Defragged Hard Drive	<input type="checkbox"/> Replaced PCMCIA Cover
<input type="checkbox"/> Replaced Power Cord	<input type="checkbox"/> Repaired Operating System	<input type="checkbox"/> Replaced Docking Port Cover
<input type="checkbox"/> Replaced Battery	<input type="checkbox"/> Installed Driver	<input type="checkbox"/> Replaced Power Button Cover
<input type="checkbox"/> Bad Battery - Not Covered by Warranty		<input type="checkbox"/> Replaced LCD Front Cover
<input type="checkbox"/> Bad Adapter - Not Covered by Warranty		<input type="checkbox"/> Replaced LCD Back Cover

<input type="checkbox"/> NO PROBLEM FOUND	<input type="checkbox"/> SERVICE DENIED	
Accessories Received	# of CDs	AC Adapter <input checked="" type="checkbox"/> Yes No
		Battery <input checked="" type="checkbox"/> Yes No

☐ NOTES:

RESEALDED AND DRIVE CONNECTOR  
VOLUME KNOB CLEANED

TECHNICIAN:

*[Signature]*

# EXHIBIT

## 2

**DO NOT FILE WITH THE COURT**

**THIS IS NOT AN ANSWER OR RESPONSE TO THE COMPLAINT**

**DISC-010**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

**PLAINTIFF (Name): Satchidananda Mims aka Satchi Mims**

**CASE NUMBER**

**DEFENDANT (Name): Circuit City Stores, Inc.**

**RG08399323**

**CASE QUESTIONNAIRE—FOR LIMITED CIVIL CASES  
(Under \$25,000)**

**REQUESTING PARTY (Name): SATCHIDANANDA MIMS AKA SATCHI MIMS**

**RESPONDING PARTY (Name): CIRCUIT CITY STORES, INC.**

**—INSTRUCTIONS—**

- A. The purpose of the case questionnaire is to help the parties settle their differences without spending a lot of money. This is accomplished by exchanging information about the case early in the lawsuit. The exchange of case questionnaires may be started only by a plaintiff (or cross-complainant) in a limited civil case. The case questionnaire is optional, and if plaintiff (or cross-complainant) exercises the option, only this form may be used.
- B. **Instructions for plaintiffs (and cross-complainants)**
1. Under Code of Civil Procedure section 93, a plaintiff (or cross-complainant) may serve a completed case questionnaire and a blank questionnaire with a complaint (or cross-complaint).
  2. This is the only way you can require defendants (or cross-defendants) to serve you with a completed case questionnaire.
- C. **Instructions for defendants (and cross-defendants)**
1. If you have been served with a completed case questionnaire by a plaintiff (or cross-complainant), then you must fill in the blank case questionnaire. Your completed case questionnaire must be served on that same plaintiff (or cross-complainant) with your answer to the complaint (or cross-complaint).
  2. **THIS IS NOT AN ANSWER OR RESPONSE TO THE COMPLAINT.**
- D. **Instructions for all parties**
1. **ALL QUESTIONS REFER TO THE INCIDENT OR AGREEMENT IN THIS LAWSUIT ONLY.**
  2. Answer each question. If a question is not applicable, answer "NA."
  3. Your answers are not limited to your personal knowledge, but you are required to furnish information available to you or to anyone acting on your behalf, whether you are a plaintiff, defendant, cross-complainant, or cross-defendant.
  4. Type or legibly print your answer below each question. If you cannot completely answer a question in the space provided on the case questionnaire, check the "attachment" box and put the number of the question and the complete answer on an attached sheet of paper or form MC-025. You should *not* put part of an answer on the case questionnaire and part on the attachment. You may put more than one answer on each attached page.
  5. When you have completed the case questionnaire, sign the verification and serve the original.
  6. You may compel compliance with these requirements under Code of Civil Procedure section 93.
  7. **DO NOT FILE THIS CASE QUESTIONNAIRE WITH THE COURT.**

**DO NOT FILE WITH THE COURT**

**DISC-010**

PLAINTIFF (Name): Satchidananda Mims aka Satchi Mims	CASE NUMBER:
DEFENDANT (Name): Circuit City Stores, Inc.	RG08399323

**—QUESTIONS—**

**1. FOR ALL CASES**

- a. State your name and street address.

SATCHIDANANDA MIMS AKA SATCHI MIMS  
Mailing address: P.O. Box 19304, Oakland, CA 94619

- b. State your current business name and street address, the type of business entity, and your title.

NA

- c. Describe in detail your claims or defenses and the facts on which they are based, giving relevant dates.

☒ See attachment for answer number 1c.

- d. State the name, street address, and telephone number of each person who has knowledge of facts relating to this lawsuit, and specify his or her area of knowledge.

☒ See attachment for answer number 1d.

- e. Describe each document or photograph that relates to the issues or facts. You are encouraged to attach a copy of each. For each that you have described but not attached, state the name, street address, and telephone number of each person who has it.

☒ See attachment for answer number 1e.